

EXHIBIT N

Minga, Jay

From: Minga, Jay
Sent: Monday, June 3, 2019 9:24 PM
To: 'svora@milbank.com'
Cc: Slack, Richard; Tran, An; Liou, Jessica; 'Peter Benvenuti'; Singh, David
Subject: PG&E - Draft Protective Order
Attachments: Protective Order PGE CLEAN 19-30088 6-3-2019 (002).docx; Redline - PGE Draft 19-30088 Protective Order. [MILBANK EDITS] and Protective Order PGE CLEAN 19-30088 6-3-2019 (002).pdf

Samir,

Thank you very much again for your comments on the draft protective order. We've accepted virtually all your suggested changes, with a few limited exceptions that we explain below. Also, for your convenience we have attached a revised clean version along with a redline against the last received from you. Please note that this new version also incorporates edits and comments from the TCC, which accounts for virtually all of the changes not suggested by the UCC.

We did not modify the "Highly Confidential" and "Professional Eyes Only" designations because Debtors have already anticipated using both designations on documents.

Regarding Professional Eyes Only Material, we have accepted your suggestion that adverse witnesses be allowed to review Professional Eyes Only Material, subject to the witnesses signing an "Acknowledgement and Agreement to Be Bound (Exhibit A)."

We largely accepted your proposed paragraph 7.6 regarding use of protected material in open court. We propose, however, that the party seeking to offer or use protected material would be best situated to seek relief from court, since that party knows of its own need to seek relief in advance of the 72 hours' notice to the other party. This allocation would also permit keeping the notice period to 72 hours before the intended use without potentially prejudicing the Producing Party. We further propose that it would be appropriate and consistent with precedent that absent relief the party seeking to use protected material would not be permitted to make use of it in open court.

Lastly, we have accepted the extension of time to return Protected Material and agree with portions of your proposed language as to the final disposition of Protected Material, including retention of certain work product, etc., and have proposed additional language and options consistent with Judge Montali's past protective orders.

We hope that these changes work. We are available for a call if you would like to discuss any of the foregoing.

Thanks,
Jay



Jay Minga

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*Attorneys for Debtors
 and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
 COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

** All papers shall be filed in the Lead Case,
 No. 19-30088 (DM).*

Bankruptcy Case No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**[PROPOSED] CONFIDENTIALITY AND
 PROTECTIVE ORDER**

1 This Confidentiality and Protective Order (“**Order**”) shall govern the production, review,
2 disclosure, and handling of any Discovery Material (as defined herein) by any person or entity (each a
3 “**Party**” and, collectively, the “**Parties**”) in connection with the above-captioned chapter 11 cases
4 pending before the United States Bankruptcy Court for the Northern District of California (the
5 “**Bankruptcy Court**”), Ch. 11 Case Nos. 19-30088 (DM) and 19-30089 (DM) (collectively, the
6 “**Chapter 11 Cases**”).

7 1. PURPOSES AND LIMITATIONS

8 This Order applies to all discovery in the Chapter 11 Cases and related proceedings, including
9 informal discovery, discovery under Bankruptcy Rule 2004, and discovery in connection with judicial
10 or other proceedings, such as contested matters, adversary proceedings and other disputes (each, a
11 “**Case**,” and collectively, the “**Cases**”). The Parties have sought or may seek certain Discovery Material
12 (as defined below) from one another with respect to the Chapter 11 Cases (collectively, “**Discovery**
13 **Requests**”) as provided by the Federal Rules of Civil Procedure (the “**Federal Rules**”), the Bankruptcy
14 Rules, and the Local Rules of Bankruptcy Practice and Procedure of the Bankruptcy Court (the “**Local**
15 **Rules**”). The purpose of this Order is to facilitate and expedite the production, exchange and treatment
16 of Discovery Material (as defined below) and to protect Discovery Material that a Party seeks to maintain
17 as confidential. However, the Parties acknowledge that this Order does not entitle them to file
18 confidential information under seal without further order of the Court; United States District Court for
19 the Northern District of California Civil Local Rule 79-5 (incorporated into the Local Rules by Rule 1001-
20 2) sets forth the procedures that must be followed and the standards that will be applied when a Party
21 seeks permission from the Court to file material under seal.

22 2. DEFINITIONS

23 2.1 Challenging Party: a Party that challenges the designation of information or items under
24 this Order.

25 2.2 Counsel (without qualifier): Outside Counsel of Record or House Counsel (as well as
26 their support staff).

1 2.3 Designating Party: a Party that designates information or items that it produces in
2 response to Discovery Requests as “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL”,
3 “PROFESSIONAL EYES ONLY” or “CONTRACTOR CONFIDENTIAL.”

4 2.4 Discovery Material: all items or information, regardless of the medium or manner in
5 which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and
6 tangible things), that are produced or generated in disclosures or responses to Discovery Requests or
7 provided to industry advisors, financial advisors, accounting advisors, experts and consultants (and their
8 respective staff) that are retained by the Debtors’ creditors in connection with the Chapter 11 Cases,
9 including deposition testimony, interrogatories, answers to interrogatories, requests for admission,
10 responses to requests for admission, documents, information and things produced, including information
11 provided to the Receiving Party orally, as well as any and all copies, abstracts, digests, notes, summaries,
12 and excerpts thereof.

13 2.5 House Counsel: attorneys who are employees or contractors of a Party. House Counsel
14 does not include Outside Counsel of Record or any other outside counsel.

15 2.6 Outside Counsel: attorneys who are not employees of a Party but are retained to represent
16 or advise a Party regarding the Chapter 11 cases. With respect to the Debtors, and any Official
17 Committee, Outside Counsel refers to counsel that has been retained by one of the above Parties and
18 whose retention has been approved by the Court.

19 2.7 Producing Party: a Party that produces Discovery Material.

20 2.8 Professional Vendors: persons or entities that provide litigation support services (e.g.,
21 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or
22 retrieving data in any form or medium) and their employees and subcontractors.

23 2.9 Protected Material: any Discovery Material that is designated as “CONFIDENTIAL”,
24 “HIGHLY CONFIDENTIAL”, “PROFESSIONAL EYES ONLY” or “CONTRACTOR
25 CONFIDENTIAL.”

26 2.10 Receiving Party: a Party that receives Discovery Material directly from the Producing
27 Party.
28

1 3. SCOPE

2 This Order applies to all Discovery Material exchanged in or subject to discovery that is
3 produced, formally or informally in response to or in connection with any Discovery Requests in the
4 Cases. Discovery Material produced informally by the Debtors in connection with the Chapter 11 Cases
5 or pursuant to Rule 2004 (unless otherwise agreed by the Debtors) may only be used in the Chapter 11
6 Cases, including in connection with any contested motions in the Chapter 11 Cases, and may not be used
7 in connection with any adversary proceeding or other litigation. This Order does not affect, amend or
8 modify any existing confidentiality agreements, Committee Bylaws, non-disclosure agreements,
9 intercreditor agreements, protective orders or similar agreements applicable to any Producing Party
10 and/or Receiving Party, and nothing in this Order shall constitute a waiver of any rights under such
11 agreements or orders. Where this Order is in conflict with any existing confidentiality agreements,
12 intercreditor agreements, Committee Bylaws, non-disclosure agreements, protective orders or similar
13 agreements applicable to any Producing Party and/or Receiving Party in connection with the Cases, the
14 provision that provides the most confidentiality protection for Discovery Materials applies.

15 The protections conferred by this Order cover not only Protected Material, but also (1) any
16 information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or
17 compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or
18 their Counsel that might reveal Protected Material. However, the protections conferred by this Order do
19 not cover the following information: (a) any information that is in the public domain at the time of
20 disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving
21 Party as a result of publication not involving a violation of this Order, including becoming part of the
22 public record through trial or otherwise; and (b) any information known to the Receiving Party prior to
23 the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
24 information lawfully and under no obligation of confidentiality to the Designating Party.

25 4. DURATION

26 Even after Debtors' emergence from Bankruptcy, the confidentiality obligations imposed by this
27 Order shall remain in effect until a Designating Party agrees otherwise in writing or a Court order
28 otherwise directs. The Debtors' emergence from Bankruptcy shall not relieve the Parties from their

responsibility to maintain the confidentiality of Discovery Material pursuant to this Order, and the Court shall retain jurisdiction to enforce the terms of this Order.

5. DESIGNATING PROTECTED MATERIAL

5.1 Manner and Timing of Designations. Subject to paragraphs 5.5 and 5.6 and, except as otherwise provided in this Order, or as otherwise stipulated or ordered, Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced. Any Producing Party may designate Discovery Material as “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL”, “PROFESSIONAL EYES ONLY” or “CONTRACTOR CONFIDENTIAL” in accordance with the following provisions:

5.2 “CONFIDENTIAL” Material. A Producing Party may designate Discovery Material as “CONFIDENTIAL” if such Producing Party believes in good faith (or with respect to documents received from another person, has been reasonably advised by such other person) that: (1) such Discovery Material (a) constitutes or contains nonpublic proprietary or confidential technical, business, financial, personal or other information of a nature that can be protected under the Bankruptcy Rules or the Federal Rules or (b) is subject by law or by contract to a legally protected right of privacy; or (2) the Producing Party (a) is under a preexisting obligation to a third-party to treat such Discovery Material as confidential or (b) has in good faith been requested by another Party to so designate such Discovery Material on the grounds that such other Party considers such Discovery Material to contain information that is confidential or proprietary to such Party.

5.3 “HIGHLY CONFIDENTIAL” or “PROFESSIONAL EYES ONLY” Material. A Producing Party may designate Discovery Material as “HIGHLY CONFIDENTIAL” and/or “PROFESSIONAL EYES ONLY” if such Producing Party believes in good faith (or with respect to documents received from another person, has been reasonably advised by such other person) that such Discovery Material constitutes or includes “HIGHLY CONFIDENTIAL” and/or “PROFESSIONAL EYES ONLY” Material that is of such a nature that a risk of competitive injury or a material risk to the Debtors’ development of a plan of reorganization or emergence from Bankruptcy would be created if such Discovery Material were disclosed to persons other than those identified in Paragraph 7.3 of this Order, such as trade secrets, sensitive financial, personal or business information, including insurance

1 policy information, or material prepared by its industry advisors, financial advisors, accounting advisors,
2 experts or consultants (and their respective staff) that are retained by any Party in connection with these
3 Chapter 11 Cases, and only to the extent that the Producing Party believes in good faith that such material
4 is of such a nature that Highly Confidential or Professional Eyes Only treatment is warranted.

5 5.4 “CONTRACTOR CONFIDENTIAL” Material. A Producing Party may designate
6 Discovery Material as “CONTRACTOR CONFIDENTIAL” if disclosure of such Material to a PG&E
7 contractor would create a substantial risk of serious harm that could not be avoided by less restrictive
8 means. “PG&E Contractors” means any person or entity retained to provide any goods and/or services
9 to PG&E. This designation will also encompass the following: (1) any information copied or extracted
10 from Contractor Confidential material; (2) all copies, excerpts, summaries, or compilations of Contractor
11 Confidential material; and (3) any testimony, conversations, or presentations by parties or their Counsel
12 that might reveal Contractor Confidential material.

13 5.5 Manner Of Designating Discovery Material. Designation in conformity with this Order
14 requires:

15 (a) for information in documentary form (e.g., paper or electronic documents, but
16 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix
17 the legend “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL”, “PROFESSIONAL EYES ONLY” or
18 “CONTRACTOR CONFIDENTIAL” to each page that contains protected material.

19 (b) for testimony given in deposition or in other pretrial or trial proceedings, such
20 testimony may be designated as appropriate by: (a) Stating so orally on the record and requesting that
21 the relevant portion(s) of testimony is so designated; or (b) Providing written notice within seven (7)
22 days of the Party’s receipt of the final transcript from the court reporter that the relevant portion(s) of
23 such transcript or recording of a deposition thereof is so designated, except in the event that a hearing
24 on related issues is scheduled to occur within seven (7) days, in which case the foregoing seven (7) day
25 period will be reduced to three (3) business days. Until expiration of the aforesaid designation period,
26 as applicable, following receipt of the transcript by the Parties, all deposition transcripts and recordings
27 shall be considered and treated as Confidential Material unless otherwise designated by counsel to any
28 Party on the record at the deposition or in other pretrial or trial proceedings.

1 (c) for information produced in some form other than documentary and for any other
2 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
3 containers in which the information or item is stored the legend “CONFIDENTIAL”, “HIGHLY
4 CONFIDENTIAL”, “PROFESSIONAL EYES ONLY” or “CONTRACTOR CONFIDENTIAL.”

5 5.6 Inadvertent Failures to Designate. The failure to designate particular Discovery Material
6 as “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL”, “PROFESSIONAL EYES ONLY” or
7 “CONTRACTOR CONFIDENTIAL” at the time of production shall not operate to waive a Producing
8 Party’s right to later designate such Discovery Material as Protected Material or later apply another
9 designation pursuant to this Order (“Misdesignated Material”). At such time, arrangement will be made
10 for the destruction of the Misdesignated Material or for the return to the Producing Party of all copies of
11 the Misdesignated Material and for the substitution, where appropriate, of properly labeled copies of
12 such Discovery Material. Upon receipt of replacement copies of such Misdesignated Material with the
13 proper designation, the Receiving Party or Parties shall promptly take all commercially reasonable steps
14 to return or destroy all previously produced copies of such Misdesignated Material. If requested by the
15 Producing Party, a Receiving Party shall verify in writing that it has taken all commercially reasonable
16 steps to return or destroy such Misdesignated Material. No Party shall be deemed to have violated this
17 Order if, prior to notification of any later designation, such Discovery Material was disclosed or used in
18 any manner consistent with its original designation but inconsistent with its later designation. Once such
19 later designation has been made, however, any Discovery Material shall be treated in accordance with
20 that later designation; provided, however, that if the material that was not designated has been, at the
21 time of the later designation, previously publicly filed with a Court, no Party shall be bound by such
22 later designation except to the extent determined by the Court upon motion of the Party that did not make
23 the designation.

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party may challenge a designation of confidentiality at any
26 time. Unless a prompt challenge to a Designating Party’s confidentiality designation is necessary to
27 avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or
28

1 delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by
2 electing not to mount a challenge promptly after the original designation is disclosed.

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by
4 providing written notice of each designation it is challenging and describing the basis for each challenge.
5 To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the
6 challenge to confidentiality is being made in accordance with this specific paragraph of the Order.
7 Within five (5) business days of the date of service of the notice challenging the designation, the Parties
8 shall attempt to resolve each challenge in good faith and must begin the process by conferring directly.
9 In conferring, the Challenging Party must explain the basis for its belief that the confidentiality
10 designation was not proper and must give the Designating Party an opportunity to review the Protected
11 Material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis
12 for the chosen designation. A Challenging Party may proceed to the next stage of the challenge process
13 only if it has engaged in this meet and confer process first or establishes that the Designating Party is
14 unwilling to participate in the meet and confer process in a timely manner.

15 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention,
16 the Challenging Party may seek a ruling from the Bankruptcy Court that such information should not be
17 treated as Confidential, Professional Eyes Only or Highly Confidential Material. The motion shall be
18 set at the first available date on regular notice. Any motion brought pursuant to this provision must be
19 accompanied by a competent declaration affirming that the movant has complied with the meet and
20 confer requirements imposed by the preceding paragraph. The Challenging Party may file a motion
21 challenging a confidentiality designation at any time if there is good cause for doing so, including a
22 challenge to the designation of a deposition transcript or any portions thereof.

23 All Parties shall continue to afford the material in question the level of protection to which it is
24 entitled under the Producing Party's designation until the Court rules on the challenge.

25 7. ACCESS TO AND USE OF DISCOVERY MATERIAL

26 7.1 Use of Discovery Material. A Receiving Party may use Discovery Material that is
27 disclosed or produced by another Party solely for the purposes of these Chapter 11 Cases and not for any
28 other purpose, including any other litigation or judicial proceedings, or any business, competitive,

1 governmental, commercial, or administrative purpose or function. In the case of use by Official
2 Committees or Committee Professionals, Protected Material may be used only in a manner consistent
3 with the Committee's duties and responsibilities. Such Protected Material may be disclosed only to the
4 categories of persons and under the conditions described in this Order. When the Debtors emerge from
5 Bankruptcy, a Receiving Party must comply with the provisions of section 14 below (FINAL
6 DISPOSITION).

7 Protected Material must be stored and maintained by a Receiving Party at a location and in a
8 secure manner that ensures that access is limited to the persons authorized under this Order.

9 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by
10 the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any
11 information or item designated "CONFIDENTIAL" only to:

12 (a) the officers, directors, employees, and Counsel of the Receiving Party to whom
13 disclosure is reasonably necessary for purposes of the Chapter 11 Cases or a Case;

14 (b) where the Receiving Party is an Official Committee, its members, Outside
15 Counsel and its advisors that are retained by the Official Committee or its Outside Counsel and where
16 necessary approved by the Court, to whom disclosure is reasonably necessary for purposes of the Chapter
17 11 Cases or a Case;

18 (c) the Debtors;

19 (d) any Official Committee, including its members, and the Official Committee's
20 Outside Counsel to whom the Producing Party has given consent;

21 (e) the U.S. Trustee;

22 (f) any other persons specified in Paragraph 7.3 below.

23 7.3 Disclosure of "HIGHLY CONFIDENTIAL" or "PROFESSIONAL EYES ONLY"
24 Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating
25 Party, a Receiving Party may disclose any information or item designated "HIGHLY CONFIDENTIAL"
26 or "PROFESSIONAL EYES ONLY" only to:

27 (a) Outside Counsel of the Receiving Party to whom disclosure is reasonably
28 necessary for purposes of the Chapter 11 Cases or a Case;

1 (b) financial advisors, accounting advisors, experts and consultants (and their
2 respective staff) that are retained by the Receiving Party (and in the case of the Debtors or any Official
3 Committee, approved by the Court) in connection with the Chapter 11 Cases who have signed the
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5 (c) financial advisors, accounting advisors, experts and consultants (and their
6 respective staff) that are retained by any Party (and in the case of the Debtors or any Official Committee,
7 approved by the Court) in connection with the Chapter 11 Cases, to whom the Producing Party may
8 consent in writing and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
9 A).

10 (d) Outside Counsel for the U.S. Trustee;

11 (e) the Bankruptcy Court or any Court to which an appeal of a Case is taken, and their
12 personnel;

13 (f) court reporters and their staff, professional jury or trial consultants, mock jurors,
14 and Professional Vendors to whom disclosure is reasonably necessary for purposes of the Chapter 11
15 Cases or a Case and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (g) for purposes of witness preparation, any deponent or witness who was noticed for
17 a deposition, or is on a witness list for hearing or trial, in preparation for his or her noticed deposition,
18 hearing, or trial testimony where such Protected Material is determined by counsel in good faith to be
19 necessary to the anticipated subject matter of testimony, and that doing so would not cause competitive
20 harm, provided, however, that such persons (1) sign the “Acknowledgment and Agreement to Be Bound”
21 (Exhibit A), (2) are only provided such Protected Material in connection with preparation for the
22 anticipated testimony, and (3) shall not be permitted to retain copies of such Protected Material.

23 (h) Deponents and witnesses where counsel has a good faith basis for believing that
24 the witness would have had knowledge of the contents of the Protected Material in the course of fulfilling
25 his or her responsibilities or has information that directly bears upon the Protected Material.

26 (i) the author or recipient of a document containing the information or a custodian or
27 other person who otherwise possessed or knew the information.
28

1 (j) any adverse witness during the course of a deposition where counsel questioning
2 the witness reasonably and in good faith believes that questioning the witness regarding the document is
3 necessary and that doing so would not cause competitive harm and who have signed the
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

5 (k) any other person or entity with respect to whom the Producing Party may consent
6 in writing and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

7 7.4 Disclosure of “CONTRACTOR CONFIDENTIAL” Information or Items. Unless
8 otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may
9 disclose any information or item designated “CONTRACTOR CONFIDENTIAL” only to those parties
10 listed in sections 7.2 – 7.3, but may not disclose such information to PG&E contractors or their advisors.

11 7.5 Filing or Submitting Protected Material To Court. Without written permission from the
12 Designating Party or a court order secured after appropriate notice to all interested persons, a Party may
13 not file in the public record related to a Case or the Chapter 11 Cases any Protected Material. A Party
14 that seeks to file any Protected Material with the Court must file under seal in accordance with the
15 Federal Rules, the Bankruptcy Rules, the Local Rules, and the individual practice rules of the Judge.
16 Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the
17 specific Protected Material at issue.

18 7.6 Use of Protected Material in Open Court. The limitations on disclosure in this Order shall
19 not apply to any Discovery Materials offered or otherwise used by any Party at trial or any hearing held
20 in open court except as provided in this paragraph. As part of any pretrial conference or any meet and
21 confer regarding the use of exhibits in any evidentiary hearing, and at least 72 hours prior to the use of
22 any Protected Material at trial or any hearing to be held in open court, counsel for any Party who desires
23 to offer or use such Protected Material at trial or any hearing to be held in open court shall meet and
24 confer in good faith with the Producing Party together with any other Parties who have expressed interest
25 in participating in such meet and confer to discuss ways to redact the Protected Material so that the
26 material may be offered or otherwise used by any party, in accordance with the provisions of the
27 Bankruptcy Code and Bankruptcy Rules. If the Parties are unable to resolve a dispute related to such
28 Protected Material, then the Party who desires to offer or use such Protected Material at trial or any

1 hearing to be held in open court bears the burden of requesting relief from the Court and, in the absence
2 of such relief, such Protected Material shall not be offered or otherwise used at trial or any hearing held
3 in open court.

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
5 PROCEEDINGS

6 If a Party is served with a subpoena or a court order issued in other proceedings that compels
7 disclosure of any information or items designated in a Case or these Chapter 11 Cases as
8 “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL”, “PROFESSIONAL EYES ONLY”, or
9 “CONTRACTOR CONFIDENTIAL” that Party must:

10 (a) promptly notify in writing the Designating Party. Such notification shall include
11 a copy of the subpoena or court order;

12 (b) promptly notify in writing the party who caused the subpoena or order to issue in
13 the other litigation that some or all of the material covered by the subpoena or order is subject to this
14 Order. Such notification shall include a copy of this Order; and

15 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
16 Designating Party whose Protected Material may be affected.

17 If the Designating Party timely seeks a protective order, the Party served with the subpoena or
18 court order shall not produce any Protected Material before a determination by the Court from which the
19 subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The
20 Designating Party shall bear the burden and expense of seeking protection in that Court of its confidential
21 material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving
22 Party in this action to disobey a lawful directive from another Court.

23 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material
25 to any person or in any circumstance not authorized under this Order, the Receiving Party must
26 immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best
27 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to
28 whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or

persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A. Disclosure of Protected Material other than in accordance with the terms of this Order may subject the disclosing person to such sanctions and remedies as the Court may deem appropriate.

10. INADVERTENT PRODUCTION OF PRIVILEGED DISCOVERY MATERIAL

This Order is entered pursuant to Rule 502(d) of the Federal Rules of Evidence. If a Producing Party produces materials that the Producing Party later discovers to be privileged or subject to other protection, such as work-product protection, the production of that material shall not be deemed to constitute the waiver of any applicable privileges or protections. In such circumstances, shortly after the Producing Party becomes aware that privileged material was produced, it must notify the Receiving Party and request, at the Producing Party’s election, either the return or the destruction of the produced material. Immediately after receiving such notification, the Receiving Party shall, as instructed, return or destroy and confirm destruction of all such produced material, including all copies, notes, and/or summaries thereof in any Receiving Party work product. The Receiving Party shall not use the contents of such material for any purpose, including in connection with any effort seeking to compel production of the produced material. The Receiving Party must take reasonable steps to retrieve the produced material if the Receiving Party disclosed it before being notified. Such return or destruction and confirmation of destruction shall not preclude the Receiving Party from seeking to compel production of the produced material for reasons other than its production or any information about the contents of the material that was gained due to its production. Moreover, this Order shall not prevent any Party from challenging the designation of such material as privileged or protected and moving to compel production of allegedly privileged or protected documents. If the Receiving Party becomes aware during the review of any material that is likely to be privileged or subject to other protection, the Receiving Party shall immediately notify the Producing Party and sequester the material until the Producing Party has had a reasonable opportunity to respond.

11. DEPOSITIONS

11.1 Presence Of Persons During Deposition Testimony. Anyone who attends a deposition is subject to the provisions of this Order with respect to such deposition. When Protected Material is

1 elicited during a deposition, persons not entitled to receive such information under the terms of this Order
2 shall, upon request, be excluded from the portion of the deposition so designated.

3 11.2 Responsibilities And Obligations Of Court Reporters. In the event that testimony is
4 designated as Confidential, Highly Confidential or Professional Eyes Only Material, the court reporter,
5 who shall first have agreed to abide by the terms of this paragraph, shall be instructed to include on the
6 cover page of each such transcript the legend, "This transcript portion contains information subject to a
7 Protective Order and shall be used only in accordance therewith," and each page of the transcript shall
8 include the legend "CONFIDENTIAL," "HIGHLY CONFIDENTIAL", "PROFESSIONAL EYES
9 ONLY" or "CONTRACTOR CONFIDENTIAL" as appropriate. If the deposition is recorded, the
10 recording shall also be subject to the same level of confidentiality as the transcript and include the legend
11 "CONFIDENTIAL", "HIGHLY CONFIDENTIAL", "PROFESSIONAL EYES ONLY," or
12 "CONTRACTOR CONFIDENTIAL" as appropriate, if any portion of the transcript itself is so
13 designated.

14 12. PRODUCTION OF CUSTOMER SMART METER DATA

15 12.1 Pursuant to California Public Utilities Commission Decision No. 11-07-056 and related
16 decisions, utility customer smart meter usage data may only be disclosed after providing affected
17 customers with seven days notice and an opportunity to object to such disclosure as required by the
18 Decision. Pursuant to Debtor Pacific Gas and Electric Company's tariff Electric and Gas Rules 9.M and
19 27, confidential customer information is subject to similar prior notice requirements as applicable to such
20 customer information. To the extent Debtors produce customer smart meter usage data subject to these
21 rules and tariffs, Debtors shall provide affected customers with appropriate notice prior to production
22 and appropriate notification to the affected customers as required by the rules and tariffs. Producing
23 Party and Receiving Party shall comply with all federal and state privacy laws as applicable to customer
24 data under this Order.

25 13. MISCELLANEOUS

26 13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its
27 modification by the Court in the future, including as this Order applies to any particular contested matter
28 or adversary proceeding.

1 13.2 Right to Assert Other Objections. Nothing in this Order waives any right by a Party that
2 it otherwise would have to object to disclosing or producing any information or item on any ground not
3 addressed in this Order. Similarly, no Party waives any right to object on any ground to use in evidence
4 of any of the material covered by this Order.

5 13.3 Continuing Applicability Of Order. The provisions of this Order shall survive the
6 Debtors' emergence from Bankruptcy for any retained Discovery Material. The Debtors' emergence
7 from Bankruptcy shall not relieve the Parties from their responsibility to maintain the confidentiality of
8 Discovery Material pursuant to this Order, and the Court shall retain jurisdiction to enforce the terms of
9 this Order.

10 13.4 Amendment Of Order. This Order is subject to modification by this Court upon good
11 cause shown by any Party. Nothing herein shall preclude a Party from applying at any time (including,
12 without limitation, after the conclusion of these Chapter 11 proceedings) to the Court for relief from
13 (including, without limitation termination of) any or all of the provisions of this Order. The Debtors and
14 the Party seeking to modify or terminate the Order shall meet and confer in good faith to reach an
15 agreement on any issues in dispute concerning the meaning, application, or interpretation of this Order
16 prior to any application to the Court for resolution of such dispute. A Producing Party and a Receiving
17 Party may agree to modify this Order as it applies to a particular production or a particular proceeding
18 in the Cases with (7) business days prior notice to the Debtors.

19 13.5 Use Of Discovery Material By Producing Party. Nothing in this Order affects the right
20 of any Producing Party to use or disclose its own Discovery Material in any way. Such disclosure will
21 not waive the protections of this Order and will not otherwise entitle other Parties or their attorneys to
22 use or disclose such Discovery Material in violation of this Order.

23 13.6 Obligations Of Parties. Nothing herein shall relieve a Party of its obligations under the
24 Federal Rules, Bankruptcy Rules, Local Rules, or under any future stipulations and orders, regarding the
25 production of documents or the making of timely responses to Discovery Requests in connection with
26 any Dispute or the Chapter 11 Cases.

27 13.7 Advice Of Counsel. Nothing herein shall prevent or otherwise restrict counsel from
28 rendering advise to their clients in connection with these Chapter 11 proceedings and, in the course

1 thereof, relying on examination of Protected Material; provided, however, that in rendering such advice
2 and otherwise communicating with such client, counsel shall not make specific disclosure of any
3 information in any manner that is inconsistent with the restrictions or procedures set forth herein.

4 13.8 Enforcement. The provisions of this Order constitute an Order of this Court and
5 violations of the provisions of this Order are subject to enforcement and the imposition of legal sanctions
6 in the same manner as any other Order of the Court.

7 14. FINAL DISPOSITION

8 Within 90 days after the conclusion of the Debtors' emergence from Bankruptcy, unless
9 otherwise ordered by the Court, each Receiving Party must return all Protected Material to the Producing
10 Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies,
11 abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected
12 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a
13 written certification to the Producing Party (and, if not the same person or entity, to the Designating
14 Party) by the 90 day deadline that (1) identifies (by category, where appropriate) all the Protected
15 Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any
16 copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the
17 Protected Material. Notwithstanding this provision, Outside Counsel are entitled to retain an archival
18 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
19 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and
20 expert work product, even if such materials contain Protected Material. A Receiving Party's obligations
21 under this paragraph shall not require the destruction or return of Confidential, Highly Confidential or
22 Professional Eyes Only Material by Outside Counsel that is stored on backup storage or in archiving
23 solutions made in accordance with regular data backup procedures for disaster recovery or litigation
24 hold, provided that Outside Counsel maintains the confidentiality thereof in accordance with this Order.
25 If a Receiving Party chooses to take all commercially reasonable steps to destroy, rather than return,
26 documents in accordance with this paragraph, that Receiving Party shall, if requested by the Producing
27 Party, verify such destruction in writing to counsel for the Producing Party. Notwithstanding anything
28 in this paragraph, to the extent that the information in the Discovery Material remains confidential, the

1 terms of this Order shall remain binding.

2
3 IT IS SO ORDERED.

4 DATED: _____
5 _____ Judge Dennis Montali

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Confidentiality and Protective Order that was issued by the United States Bankruptcy Court for the Northern District of California on [date] in *In re PG&E Corp., et al.*, CASE NO. 3:19-bk-30088 (the "Order"). I agree to comply with and to be bound by all the terms of the Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to the Order to any person or entity except in strict compliance with the provisions of the Order.

I further agree to submit to the jurisdiction of the United States Bankruptcy Court for the Northern District of California for the purpose of enforcing the terms of this Confidentiality and Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of the Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

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*Attorneys for Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Bankruptcy Case No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**[PROPOSED] CONFIDENTIALITY AND
PROTECTIVE ORDER**

1 This Confidentiality and Protective Order (“**Order**”) shall govern the production, review,
2 disclosure, and handling of any Discovery Material (as defined herein) by any person or entity (each a
3 “**Party**” and, collectively, the “**Parties**”) in connection with the above-captioned chapter 11 cases
4 pending before the United States Bankruptcy Court for the Northern District of California (the
5 “**Bankruptcy Court**”), Ch. 11 Case Nos. 19-30088 (DM) and 19-30089 (DM) (collectively, the
6 “**Chapter 11 Cases**”).

7
8 1. PURPOSES AND LIMITATIONS

9 This Order applies to all discovery in the Chapter 11 Cases and related proceedings, including
10 informal discovery, discovery under Bankruptcy Rule 2004, and discovery in connection with judicial
11 or other proceedings, such as contested matters, adversary proceedings and other disputes (each, a
12 “**Case**,” and collectively, the “**Cases**”). The Parties have sought or may seek certain Discovery
13 Material (as defined below) from one another with respect to the Chapter 11 Cases (collectively,
14 “**Discovery Requests**”) as provided by the Federal Rules of Civil Procedure (the “**Federal Rules**”),
15 the Bankruptcy Rules, and the Local Rules of Bankruptcy Practice and Procedure of the Bankruptcy
16 Court (the “**Local Rules**”). The purpose of this Order is to facilitate and expedite the production,
17 exchange and treatment of Discovery Material (as defined below) and to protect Discovery Material
18 that a Party seeks to maintain as confidential. However, the Parties acknowledge that this Order does
19 not entitle them to file confidential information under seal without further order of the Court; United
20 States District Court for the Northern District of California Civil Local Rule 79-5 (incorporated into the
21 Local Rules by Rule 1001-2) sets forth the procedures that must be followed and the standards that will
22 be applied when a Party seeks permission from the Court to file material under seal.

23 2. DEFINITIONS

24 2.1 Challenging Party: a Party that challenges the designation of information or items under
25 this Order.

26 2.2 Counsel (without qualifier): Outside Counsel of Record or House Counsel (as well as
27 their support staff).
28

1 2.3 Designating Party: a Party that designates information or items that it produces in
2 response to Discovery Requests as “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL”,
3 “PROFESSIONAL EYES ONLY” or “CONTRACTOR CONFIDENTIAL.”

There does not appear to be a distinction between these designations. Consider merging into one of the other.

4 2.4 Discovery Material: all items or information, regardless of the medium or manner in
5 which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and
6 tangible things), that are produced or generated in disclosures or responses to Discovery Requests or
7 provided to industry advisors, financial advisors, accounting advisors, experts and consultants (and
8 their respective staff) that are retained by the Debtors’ creditors in connection with the Chapter 11
9 Cases, including deposition testimony, interrogatories, answers to interrogatories, requests for
10 admission, responses to requests for admission, documents, information and things produced, including
11 information provided to the Receiving Party orally, as well as any and all copies, abstracts, digests,
12 notes, summaries, and excerpts thereof.

13 2.5 House Counsel: attorneys who are employees or contractors of a Party. House
14 Counsel does not include Outside Counsel of Record or any other outside counsel.

15 2.6 Outside Counsel: attorneys who are not employees of a Party but are retained to
16 represent or advise a Party regarding the Chapter 11 cases. With respect to the Debtors, and any
17 Official Committee, Outside Counsel refers to counsel that has been retained by one of the above
18 Parties and whose retention has been approved by the Court.

19 2.7 Producing Party: a Party that produces Discovery Material.

20 2.8 Professional Vendors: persons or entities that provide litigation support services (e.g.,
21 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing,
22 or retrieving data in any form or medium) and their employees and subcontractors.

23 2.9 Protected Material: any Discovery Material that is designated as “CONFIDENTIAL”,
24 “HIGHLY CONFIDENTIAL”, “PROFESSIONAL EYES ONLY” or “CONTRACTOR
25 CONFIDENTIAL.”

26 2.10 Receiving Party: a Party that receives Discovery Material directly from the Producing
27 Party.
28

1 3. SCOPE

2 This Order applies to all Discovery Material exchanged in or subject to discovery that is
3 produced, formally or informally in response to or in connection with any Discovery Requests in the
4 Cases. Discovery Material produced informally by the Debtors in connection with the Chapter 11
5 Cases or pursuant to Rule 2004 (unless otherwise agreed by the Debtors) may only be used in the
6 Chapter 11 Cases, including in connection with any contested motions in the Chapter 11 Cases, and
7 may not be used in connection with any adversary proceeding or other litigation. This Order does not
8 affect, amend or modify any existing confidentiality agreements, Committee Bylaws, non-disclosure
9 agreements, intercreditor agreements, protective orders or similar agreements applicable to any
10 Producing Party and/or Receiving Party, and nothing in this Order shall constitute a waiver of any
11 rights under such agreements or orders. Where this Order is in conflict with any existing confidentiality
12 agreements, intercreditor agreements, Committee Bylaws, non-disclosure agreements, protective
13 orders or similar agreements applicable to any Producing Party and/or Receiving Party in connection
14 with the Cases, the provision that provides the most confidentiality protection for Discovery Materials
15 applies.

16 The protections conferred by this Order cover not only Protected Material, but also (1) any
17 information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or
18 compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or
19 their Counsel that might reveal Protected Material. However, the protections conferred by this Order
20 do not cover the following information: (a) any information that is in the public domain at the time of
21 disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving
22 Party as a result of publication not involving a violation of this Order, including becoming part of the
23 public record through trial or otherwise; and (b) any information known to the Receiving Party prior to
24 the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
25 information lawfully and under no obligation of confidentiality to the Designating Party.
26
27
28

1 4. DURATION

2 Even after Debtors' emergence from Bankruptcy, the confidentiality obligations imposed by this
3 Order shall remain in effect until a Designating Party agrees otherwise in writing or a Court order
4 otherwise directs. The Debtors' emergence from Bankruptcy shall not relieve the Parties from their
5 responsibility to maintain the confidentiality of Discovery Material pursuant to this Order, and the
6 Court shall retain jurisdiction to enforce the terms of this Order.

7 5. DESIGNATING PROTECTED MATERIAL

8 5.1 Manner and Timing of Designations. Subject to paragraphs 5.5 and 5.6 and, except as
9 otherwise provided in this Order, or as otherwise stipulated or ordered, Discovery Material that
10 qualifies for protection under this Order must be clearly so designated before the material is disclosed
11 or produced. Any Producing Party may designate Discovery Material as "CONFIDENTIAL",
12 "HIGHLY CONFIDENTIAL", "PROFESSIONAL EYES ONLY" or "CONTRACTOR
13 CONFIDENTIAL" in accordance with the following provisions:

14 5.2 "CONFIDENTIAL" Material. A Producing Party may designate Discovery Material as
15 "CONFIDENTIAL" if such Producing Party believes in good faith (or with respect to documents
16 received from another person, has been reasonably advised by such other person) that: (1) such
17 Discovery Material (a) constitutes or contains nonpublic proprietary or confidential technical, business,
18 financial, personal or other information of a nature that can be protected under the Bankruptcy Rules
19 or the Federal Rules or (b) is subject by law or by contract to a legally protected right of privacy; or (2)
20 the Producing Party (a) is under a preexisting obligation to a third-party to treat such Discovery
21 Material as confidential or (b) has in good faith been requested by another Party ~~or non-Party~~ to so
22 designate such Discovery Material on the grounds that such other Party ~~or non-Party~~ considers such
23 Discovery Material to contain information that is confidential or proprietary to such Party ~~or non-~~
24 ~~Party.~~

25 5.3 "HIGHLY CONFIDENTIAL" or "PROFESSIONAL EYES ONLY" Material. A
26 Producing Party may designate Discovery Material as "HIGHLY CONFIDENTIAL" and/or
27 "PROFESSIONAL EYES ONLY" if such Producing Party believes in good faith (or with respect to
28 documents received from another person, has been reasonably advised by such other person) that such
Discovery Material constitutes or includes "HIGHLY CONFIDENTIAL" and/or "PROFESSIONAL

1 EYES ONLY” Material that is of such a nature that a risk of competitive injury or a material risk to the
2 Debtors’ development of a plan of reorganization or emergence from Bankruptcy would be created if
3 such Discovery Material were disclosed to persons other than those identified in Paragraph 7.3 of this
4 Order, such as trade secrets, sensitive financial, personal or business information, including insurance
5 policy information, or material prepared by its industry advisors, financial advisors, accounting
6 advisors, experts or consultants (and their respective staff) that are retained by any Party in connection
7 with these Chapter 11 Cases, and only to the extent that the Producing Party believes in good faith that
8 such material is of such a nature that Highly Confidential or Professional Eyes Only treatment is
9 warranted.

10 5.4 “CONTRACTOR CONFIDENTIAL” Material. A Producing Party may designate
11 Discovery Material as “CONTRACTOR CONFIDENTIAL” if disclosure of such Material to a PG&E
12 contractor would create a substantial risk of serious harm that could not be avoided by less restrictive
13 means. “PG&E Contractors” means any ~~non-party~~ person or entity retained to provide any goods
14 and/or services to PG&E. This designation will also encompass the following: (1) any information
15 copied or extracted from Contractor Confidential material; (2) all copies, excerpts, summaries, or
16 compilations of Contractor Confidential material; and (3) any testimony, conversations, or
17 presentations by parties or their Counsel that might reveal Contractor Confidential material.

18 5.5 Manner Of Designating Discovery Material. Designation in conformity with this Order
19 requires:

20 (a) for information in documentary form (e.g., paper or electronic documents, but
21 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
22 affix the legend “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL”, “PROFESSIONAL EYES
23 ONLY” or “CONTRACTOR CONFIDENTIAL” to each page that contains protected material.

24 (b) for testimony given in deposition or in other pretrial or trial proceedings, such
25 testimony may be designated as appropriate by: (a) Stating so orally on the record and requesting that
26 the relevant portion(s) of testimony is so designated; or (b) Providing written notice within seven (7)
27 days of the Party’s receipt of the final transcript from the court reporter that the relevant portion(s) of
28 such transcript or recording of a deposition thereof is so designated, except in the event that a hearing

on related issues is scheduled to occur within seven (7) days, in which case the foregoing seven (7) day period will be reduced to three (3) business days. Until expiration of the aforesaid designation period, as applicable, following receipt of the transcript by the Parties, all deposition transcripts and recordings shall be considered and treated as Confidential Material unless otherwise designated by counsel to any Party on the record at the deposition or in other pretrial or trial proceedings.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend "CONFIDENTIAL", "HIGHLY CONFIDENTIAL", "PROFESSIONAL EYES ONLY" or "CONTRACTOR CONFIDENTIAL."

5.6 Inadvertent Failures to Designate. The failure to designate particular Discovery Material as "CONFIDENTIAL", "HIGHLY CONFIDENTIAL", "PROFESSIONAL EYES ONLY" or "CONTRACTOR CONFIDENTIAL" at the time of production shall not operate to waive a Producing Party's right to later designate such Discovery Material as Protected Material or later apply another designation pursuant to this Order ("Misdesignated Material"). At such time, arrangement will be made for the destruction of the Misdesignated Material or for the return to the Producing Party of all copies of the Misdesignated Material and for the substitution, where appropriate, of properly labeled copies of such Discovery Material. Upon receipt of replacement copies of such Misdesignated Material with the proper designation, the Receiving Party or Parties shall promptly take all commercially reasonable steps to return or destroy all previously produced copies of such Misdesignated Material. If requested by the Producing Party, a Receiving Party shall verify in writing that it has taken all commercially reasonable steps to return or destroy such Misdesignated Material. No Party shall be deemed to have violated this Order if, prior to notification of any later designation, such Discovery Material was disclosed or used in any manner consistent with its original designation but inconsistent with its later designation. Once such later designation has been made, however, any Discovery Material shall be treated in accordance with that later designation; provided, however, that if the material that was not designated has been, at the time of the later designation, previously publicly filed with a Court, no Party shall be bound by such later designation except to the extent determined by the Court upon motion of the Party that did not make the designation.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party may challenge a designation of confidentiality at any
3 time. Unless a prompt challenge to a Designating Party's confidentiality designation is necessary to
4 avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or
5 delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by
6 electing not to mount a challenge promptly after the original designation is disclosed.

7 6.2 ~~6.1~~ Meet and Confer. The Challenging Party shall initiate the dispute resolution process
8 by providing written notice of each designation it is challenging and describing the basis for each
9 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite
10 that the challenge to confidentiality is being made in accordance with this specific paragraph of the
11 Order. ~~The~~ Within five (5) business days of the date of service of the notice challenging the
12 designation, the Parties shall attempt to resolve each challenge in good faith and must begin the process
13 by conferring directly ~~(in voice to voice dialogue; other forms of communication are not sufficient)~~
14 ~~within 5 days of the date of service of notice.~~ In conferring, the Challenging Party must explain the
15 basis for its belief that the confidentiality designation was not proper and must give the Designating
16 Party an opportunity to review the Protected Material, to reconsider the circumstances, and, if no
17 change in designation is offered, to explain the basis for the chosen designation. A Challenging Party
18 may proceed to the next stage of the challenge process only if it has engaged in this meet and confer
19 process first or establishes that the Designating Party is unwilling to participate in the meet and confer
20 process in a timely manner.

21 6.3 ~~6.2~~ Judicial Intervention. If the Parties cannot resolve a challenge without court
22 intervention, the Challenging Party may seek a ruling from the Bankruptcy Court that such information
23 should not be treated as Confidential, Professional Eyes Only or Highly Confidential Material. ~~No~~
24 ~~Confidential, Professional Eyes Only or Highly Confidential Material shall be filed in the public record~~
25 ~~prior to such a determination by the Bankruptcy Court~~ The motion shall be set at the first available date
26 on regular notice. Any motion brought pursuant to this provision must be accompanied by a
27 competent declaration affirming that the movant has complied with the meet and confer requirements
28 imposed by the preceding paragraph. The ~~burden of persuasion in any such challenge proceeding shall~~

1 ~~be on the~~ Challenging Party. ~~Frivolous~~ may file a motion challenges ~~ing~~, ~~and those made for an~~
2 ~~improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other Parties) may~~
3 ~~expose the Challenging Party to sanctions.~~ a confidentiality designation at any time if there is good
4 cause for doing so, including a challenge to the designation of a deposition transcript or any portions
5 thereof.

6 All Parties shall continue to afford the material in question the level of protection to which it is
7 entitled under the Producing Party's designation until the Court rules on the challenge.

8 ~~6.3 Timing of Challenge to Confidentiality Designations. A Receiving Party shall not be obliged~~
9 ~~to challenge the propriety of a confidentiality designation at the time made, and a failure to do so shall~~
10 ~~not preclude a subsequent challenge thereto. The failure of any Party to challenge the designation by a~~
11 ~~Producing Party of Discovery Materials as "Confidential" or "Highly Confidential/Professional Eyes~~
12 ~~Only" during the discovery period shall not be a waiver of that Party's right to object to the designation~~
13 ~~at trial.~~

14 7. ACCESS TO AND USE OF DISCOVERY MATERIAL

15 7.1 Use of Discovery Material. A Receiving Party may use Discovery Material that is
16 disclosed or produced by another Party solely for the purposes of these Chapter 11 Cases and not for
17 any other purpose, including any other litigation or judicial proceedings, or any business, competitive,
18 governmental, commercial, or administrative purpose or function. In the case of use by Official
19 Committees or Committee Professionals, Protected Material may be used only in a manner consistent
20 with the Committee's duties and responsibilities. Such Protected Material may be disclosed only to the
21 categories of persons and under the conditions described in this Order. When the Debtors emerge from
22 Bankruptcy, a Receiving Party must comply with the provisions of section 14 below (FINAL
23 DISPOSITION).

24 Protected Material must be stored and maintained by a Receiving Party at a location and in a
25 secure manner that ensures that access is limited to the persons authorized under this Order.

26 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by
27 the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any
28 information or item designated "CONFIDENTIAL" only to:

1 (a) the officers, directors, employees, and Counsel of the Receiving Party to whom
2 disclosure is reasonably necessary for purposes of the Chapter 11 Cases or a Case;

3 (b) where the Receiving Party is an Official Committee, its members, Outside
4 Counsel and its advisors that are retained by the Official Committee or its Outside Counsel and where
5 necessary approved by the Court, to whom disclosure is reasonably necessary for purposes of the
6 Chapter 11 Cases or a Case;

7 (c) the Debtors;

8 (d) any Official Committee, including its members, and the Official Committee's
9 Outside Counsel to whom the Producing Party has given consent;

10 (e) the U.S. Trustee;

11 (f) any other persons specified in Paragraph 7.3 below.

12 7.3 Disclosure of "HIGHLY CONFIDENTIAL" or "PROFESSIONAL EYES ONLY"
13 Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating
14 Party, a Receiving Party may disclose any information or item designated "HIGHLY
15 CONFIDENTIAL" or "PROFESSIONAL EYES ONLY" only to:

16 (a) Outside Counsel of the Receiving Party to whom disclosure is reasonably
17 necessary for purposes of the Chapter 11 Cases or a Case;

18 (b) financial advisors, accounting advisors, experts and consultants (and their
19 respective staff) that are retained by the Receiving Party (and in the case of the Debtors or any Official
20 Committee, approved by the Court) in connection with the Chapter 11 Cases who have signed the
21 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

22 (c) financial advisors, accounting advisors, experts and consultants (and their
23 respective staff) that are retained by any Party (and in the case of the Debtors or any Official
24 Committee, approved by the Court) in connection with the Chapter 11 Cases, to whom the Producing
25 Party may consent in writing and who have signed the "Acknowledgment and Agreement to Be
26 Bound" (Exhibit A).

27 (d) Outside Counsel for the U.S. Trustee;

28

1 (e) the Bankruptcy Court or any Court to which an appeal of a Case is taken, and
2 their personnel;

3 (f) court reporters and their staff, professional jury or trial consultants, mock jurors,
4 and Professional Vendors to whom disclosure is reasonably necessary for purposes of the Chapter 11
5 Cases or a Case and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

6 (g) for purposes of witness preparation, any deponent or witness who was noticed
7 for a deposition, or is on a witness list for hearing or trial, in preparation for his or her noticed
8 deposition, hearing, or trial testimony where such Protected Material is determined by counsel in good
9 faith to be necessary to the anticipated subject matter of testimony, and that doing so would not cause
10 competitive harm, provided, however, that such persons (1) sign the "Acknowledgment and Agreement
11 to Be Bound" (Exhibit A), (2) are only provided such Protected Material in connection with
12 preparation for the anticipated testimony, and (3) shall not be permitted to retain copies of such
13 Protected Material.

14 (h) Deponents and witnesses where counsel has a good faith basis for believing that
15 the witness would have had knowledge of the contents of the Protected Material in the course of
16 fulfilling his or her responsibilities or has information that directly bears upon the Protected Material.

17 (i) the author or recipient of a document containing the information or a custodian
18 or other person who otherwise possessed or knew the information.

19 (j) any adverse witness during the course of a deposition where counsel questioning
20 the witness reasonably and in good faith believes that questioning the witness regarding the document
21 is necessary and that doing so would not cause competitive harm- and who have signed the
22 "Acknowledgment and Agreement to Be Bound" (Exhibit A).

23 (k) any other person or entity with respect to whom the Producing Party may
24 consent in writing and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit
25 A).

26 7.4 Disclosure of "CONTRACTOR CONFIDENTIAL" Information or Items. Unless
27 otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party
28 may disclose any information or item designated "CONTRACTOR CONFIDENTIAL" only to those

1 parties listed in sections 7.2 – 7.3, but may not disclose such information to PG&E contractors or their
2 advisors.

3 7.5 Filing or Submitting Protected Material To Court. Without written permission from the
4 Designating Party or a court order secured after appropriate notice to all interested persons, a Party
5 may not file in the public record related to a Case or the Chapter 11 Cases any Protected Material. A
6 Party that seeks to file any Protected Material with the Court must file under seal in accordance with
7 the Federal Rules, the Bankruptcy Rules, the Local Rules, and the individual practice rules of the
8 Judge. Protected Material may only be filed under seal pursuant to a court order authorizing the
9 sealing of the specific Protected Material at issue.

10 7.6 Use of Protected Material in Open Court. The limitations on disclosure in this Order
11 shall not apply to any Discovery Materials offered or otherwise used by any Party at trial or any
12 hearing held in open court except as provided in this paragraph. As part of any pretrial conference or
13 any meet and confer regarding the use of exhibits in any evidentiary hearing, and at least 72 hours prior
14 to the use of any Protected Material at trial or any hearing to be held in open court, counsel for any
15 Party who desires to offer or use such Protected Material at trial or any hearing to be held in open
16 court shall meet and confer in good faith with the Producing Party together with any other Parties who
17 have expressed interest in participating in such meet and confer to discuss ways to redact the Protected
18 Material so that the material may be offered or otherwise used by any party, in accordance with the
19 provisions of the Bankruptcy Code and Bankruptcy Rules. If the Parties are unable to resolve a
20 dispute related to such Protected Material, then the ~~Producing Person~~Party who desires to offer or use
21 such Protected Material at trial or any hearing to be held in open court bears the burden of requesting
22 relief from the Court and, in the absence of such relief, ~~there shall be no limitations on the ability of the~~
23 ~~Parties to offer or otherwise use~~ such Protected Material shall not be offered or otherwise used at trial
24 or any hearing held in open court.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
2 PROCEEDINGS

3 If a Party is served with a subpoena or a court order issued in other proceedings that compels
4 disclosure of any information or items designated in a Case or these Chapter 11 Cases as
5 “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL”, “PROFESSIONAL EYES ONLY”, or
6 “CONTRACTOR CONFIDENTIAL” that Party must:

7 (a) promptly notify in writing the Designating Party. Such notification shall include
8 a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the subpoena or order to issue
10 in the other litigation that some or all of the material covered by the subpoena or order is subject to this
11 Order. Such notification shall include a copy of this Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
13 Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with the subpoena or
15 court order shall not produce any Protected Material before a determination by the Court from which
16 the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The
17 Designating Party shall bear the burden and expense of seeking protection in that Court of its
18 confidential material – and nothing in these provisions should be construed as authorizing or
19 encouraging a Receiving Party in this action to disobey a lawful directive from another Court.
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1 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
3 Material to any person or in any circumstance not authorized under this Order, the Receiving Party
4 must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its
5 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
6 persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request
7 such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached
8 hereto as Exhibit A. Disclosure of Protected Material other than in accordance with the terms of this
9 Order may subject the disclosing person to such sanctions and remedies as the Court may deem
10 appropriate.

11 10. INADVERTENT PRODUCTION OF PRIVILEGED DISCOVERY MATERIAL

12 This Order is entered pursuant to Rule 502(d) of the Federal Rules of Evidence. If a Producing
13 Party produces materials that the Producing Party later discovers to be privileged or subject to other
14 protection, such as work-product protection, the production of that material shall not be deemed to
15 constitute the waiver of any applicable privileges or protections. In such circumstances, shortly after
16 the Producing Party becomes aware that privileged material was produced, it must notify the Receiving
17 Party and request, at the Producing Party's election, either the return or the destruction of the
18 produced material. Immediately after receiving such notification, the Receiving Party shall, as
19 instructed, return or destroy and confirm destruction of all such produced material, including all copies,
20 notes, and/or summaries thereof in any Receiving Party work product. The Receiving Party shall not
21 use the contents of such material for any purpose, including in connection with any effort seeking to
22 compel production of the produced material. The Receiving Party must take reasonable steps to
23 retrieve the produced material if the Receiving Party disclosed it before being notified. Such return or
24 destruction and confirmation of destruction shall not preclude the Receiving Party from seeking to
25 compel production of the produced material for reasons other than its production or any information
26 about the contents of the material that was gained due to its production. Moreover, this Order shall
27 not prevent any Party from challenging the designation of such material as privileged or protected and
28 moving to compel production of allegedly privileged or protected documents. If the Receiving Party
becomes aware during the review of any material that is likely to be privileged or subject to other

1 protection, the Receiving Party shall immediately notify the Producing Party and sequester the material
2 until the Producing Party has had a reasonable opportunity to respond.

3 11. DEPOSITIONS

4 11.1 Presence Of Persons During Deposition Testimony. Anyone who attends a deposition
5 is subject to the provisions of this Order with respect to such deposition. When Protected Material is
6 elicited during a deposition, persons not entitled to receive such information under the terms of this
7 Order shall, upon request, be excluded from the portion of the deposition so designated.

8 11.2 Responsibilities And Obligations Of Court Reporters. In the event that testimony is
9 designated as Confidential, Highly Confidential or Professional Eyes Only Material, the court reporter,
10 who shall first have agreed to abide by the terms of this paragraph, shall be instructed to include on the
11 cover page of each such transcript the legend, "This transcript portion contains information subject to a
12 Protective Order and shall be used only in accordance therewith," and each page of the transcript shall
13 include the legend "CONFIDENTIAL," "HIGHLY CONFIDENTIAL", "PROFESSIONAL EYES
14 ONLY" or "CONTRACTOR CONFIDENTIAL" as appropriate. If the deposition is recorded, the
15 recording shall also be subject to the same level of confidentiality as the transcript and include the
16 legend "CONFIDENTIAL", "HIGHLY CONFIDENTIAL", "PROFESSIONAL EYES ONLY," or
17 "CONTRACTOR CONFIDENTIAL" as appropriate, if any portion of the transcript itself is so
18 designated.

19 12. PRODUCTION OF CUSTOMER SMART METER DATA

20 12.1 Pursuant to California Public Utilities Commission Decision No. 11-07-056 and related
21 decisions, utility customer smart meter usage data may only be disclosed after providing affected
22 customers with seven days notice and an opportunity to object to such disclosure as required by the
23 Decision. Pursuant to Debtor Pacific Gas and Electric Company's tariff Electric and Gas Rules 9.M
24 and 27, confidential customer information is subject to similar prior notice requirements as applicable
25 to such customer information. To the extent Debtors produce customer smart meter usage data
26 subject to these rules and tariffs, Debtors shall provide affected customers with appropriate notice prior
27 to production and appropriate notification to the affected customers as required by the rules and tariffs.
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Producing Party and Receiving Party shall comply with all federal and state privacy laws as applicable to customer data under this Order.

13. MISCELLANEOUS

13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future, including as this Order applies to any particular contested matter or adversary proceeding.

13.2 Right to Assert Other Objections. Nothing in this Order waives any right by a Party that it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Order.

13.3 Continuing Applicability Of Order. The provisions of this Order shall survive the Debtors' emergence from Bankruptcy for any retained Discovery Material. The Debtors' emergence from Bankruptcy shall not relieve the Parties from their responsibility to maintain the confidentiality of Discovery Material pursuant to this Order, and the Court shall retain jurisdiction to enforce the terms of this Order.

13.4 Amendment Of Order. This Order is subject to modification by this Court upon good cause shown by any Party. Nothing herein shall preclude a Party from applying at any time (including, without limitation, after the conclusion of these Chapter 11 proceedings) to the Court for relief from (including, without limitation termination of) any or all of the provisions of this Order. The Debtors and the Party seeking to modify or terminate the Order shall meet and confer in good faith to reach an agreement on any issues in dispute concerning the meaning, application, or interpretation of this Order prior to any application to the Court for resolution of such dispute. A Producing Party and a Receiving Party may agree to modify this Order as it applies to a particular production or a particular proceeding in the Cases with (7) business days prior notice to the Debtors.

13.5 Use Of Discovery Material By Producing Party. Nothing in this Order affects the right of any Producing Party to use or disclose its own Discovery Material in any way. Such disclosure will not waive the protections of this Order and will not otherwise entitle other Parties or their attorneys to use or disclose such Discovery Material in violation of this Order.

1 13.6 Obligations Of Parties. Nothing herein shall relieve a Party of its obligations under the
2 Federal Rules, Bankruptcy Rules, Local Rules, or under any future stipulations and orders, regarding
3 the production of documents or the making of timely responses to Discovery Requests in connection
4 with any Dispute or the Chapter 11 Cases.

5 13.7 Advice of Counsel. Nothing herein shall prevent or otherwise restrict counsel from
6 rendering advice to their clients in connection with these Chapter 11 proceedings and, in the course
7 thereof, relying on examination of Protected Material; provided, however, that in rendering such advice
8 and otherwise communicating with such client, counsel shall not make specific disclosure of any
9 information in any manner that is inconsistent with the restrictions or procedures set forth herein.

10 13.8 Enforcement. The provisions of this Order constitute an Order of this Court and
11 violations of the provisions of this Order are subject to enforcement and the imposition of legal
12 sanctions in the same manner as any other Order of the Court.

13 14. FINAL DISPOSITION

14 Within 90 days after the conclusion of the Debtors' emergence from Bankruptcy, unless
15 otherwise ordered by the Court, ~~a Producing Person that has produced~~ each Receiving Party must
16 return all Protected Material ~~under this Order may make a written request to the Receiving~~ Producing
17 Parties that all such or destroy such material. As used in this subdivision, "all Protected Material
18 ~~produced by such Producing Person and copies thereof be returned to the Producing Person"~~ includes
19 all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of
20 the Protected Material. Whether the Protected Material is returned or destroyed. ~~Within 30 days after~~
21 ~~receipt of such written request, the Receiving Party shall take all commercially reasonable steps to~~
22 ~~return or destroy the Protected Material produced by the so requesting Producing Person and copies~~
23 ~~thereof, and provide a certification to the Producing Person that the Protected Material has been~~
24 ~~returned or destroyed, except that: counsel may retain for its records their work product and a copy of~~
25 ~~court filings, deposition transcripts, deposition videotapes, deposition exhibits, expert reports, and~~
26 ~~exhibits introduced at any hearing; and a Receiving Party may retain Protected Material that is autho-~~
27 ~~archived or otherwise "backed up" on electronic management and communications systems or servers,~~
28 ~~or as may be required for regulatory recordkeeping purposes; provided that such retained documents~~

1 ~~will continue to be treated as provided in this Order~~ must submit a written certification to the Producing
2 Party (and, if not the same person or entity, to the Designating Party) by the 90 day deadline that (1)
3 identifies (by category, where appropriate) all the Protected Material that was returned or destroyed
4 and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries
5 or any other format reproducing or capturing any of the Protected Material. Notwithstanding this
6 provision, Outside Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial,
7 deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,
8 expert reports, attorney work product, and consultant and expert work product, even if such materials
9 contain Protected Material. A Receiving Party's obligations under this paragraph shall not require the
10 destruction or return of Confidential, Highly Confidential or Professional Eyes Only Material by
11 Outside Counsel that is stored on backup storage or in archiving solutions made in accordance with
12 regular data backup procedures for disaster recovery or litigation hold, provided that Outside Counsel
13 maintains the confidentiality thereof in accordance with this Order. If a Receiving Party chooses to take
14 all commercially reasonable steps to destroy, rather than return, documents in accordance with this
15 paragraph, that Receiving Party shall, if requested by the Producing Party, verify such destruction in
16 writing to counsel for the Producing Party.- Notwithstanding anything in this paragraph, to the extent
17 that the information in the Discovery Material remains confidential, the terms of this Order shall remain
18 binding.

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20 IT IS SO ORDERED.

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22 DATED: _____
23 Judge Dennis Montali
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Confidentiality and Protective Order that was issued by the United States Bankruptcy Court for the Northern District of California on [date] in *In re PG&E Corp.*, et al., CASE NO. 3:19-bk-30088 (the "Order"). I agree to comply with and to be bound by all the terms of the Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to the Order to any person or entity except in strict compliance with the provisions of the Order.

I further agree to submit to the jurisdiction of the United States Bankruptcy Court for the Northern District of California for the purpose of enforcing the terms of this Confidentiality and Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of the Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

